New Hampshire
Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

37D

October 29, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Agriculture, Markets, and Food (DAMF) to award grants as indicated in the attached table totaling $580,325.00 for Agriculture Industry Support and Investments to eight (8) recipients to expand County Conservation District Equipment Rental Programs, effective upon Governor and Council approval through June 30, 2025. This is an allowable use of ARPA SFRF funds Section 602 (c) (1) (A) to respond to the public health emergency or its negative impacts. **100% Federal Funds.**

2. Contingent upon the approval of Requested Action #1, authorize DAMF to disburse advance payments to the eight (8) recipients as detailed on the attached list in the amount totaling $580,325.00, effective upon Governor and Council approval. **100% Federal Funds.**

The individual awards for which we are requesting Governor and Executive Council approval are as follows (individual grant agreements attached):

Item #	Vendor #	Grantee	Award Amount to Be Approved	Advance Payment Amount
1	154869	Belknap County Conservation District	$50,225.00	$50,225.00
2	154680	Carroll County Conservation District	$30,000.00	$30,000.00
3	154649	Cheshire County Conservation District	$64,200.00	$64,200.00
4	211450	Coos County Conservation District	$119,000.00	$119,000.00
5	154768	Hillsborough County Conservation District	$60,150.00	$60,150.00
6	157734	Merrimack County Conservation District	$62,750.00	$62,750.00
7	154584	Rockingham County Conservation District	$33,000.00	$33,000.00
8	229167	Strafford County Conservation District	$161,000.00	$161,000.00
		Total	$580,325.00	$580,325.00

Funding is available in account ARPA Conservation District Equipment as follows

	FY 2025
02-18-18-180010-28380000-072-500574 – Grants Federal	$580,325.00

EXPLANATION

County Conservation Districts offer equipment rentals to New Hampshire farmers which helps reduce the capital expenditures individual farms have to make to adopt new conservation practices and provides education on how to properly operate new equipment. This request will fund grants to assist the listed County Conservation Districts in expanding their rental offerings for the benefit of NH producers, consumers, and the environment. Examples of types of equipment requested include no-till planters, which contribute to soil conservation and help mitigate extreme weather events, and small-scale manure spreaders, assisting farmers in properly managing livestock waste.

Respectfully submitted,

Shawn N. Jasper
Commissioner

COVID-19 Award Agreement

(Beneficiary Award ARPA-SFRF)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Agriculture, Markets, and Food

1.2. State Agency Address: 1 Granite Place, Concord, NH 03301

1.3. Grantee Name: Belknap County Conservation District

1.4. Grantee Address: 64 Court Street, Laconia, NH 03246

1.5 Grantee Telephone Number 603-527-5880

1.5.1 Grantee E-mail address: lisa.morin@nh.nacdnet.net

1.6. State Vendor Number: N A

1.7 Unique Entity Identifier (UEI)/SAM registration #: ZJLZK7N81LB8
(required on all awards in excess of $50,000)

1.8. Completion Date: June 30, 2025

1.9. Grant Amount not to exceed $ 50,225

1.10. Grant Officer for DAMF: Joshua Marshall

1.11. DAMF Telephone Number: (603)271-3551

1.12. Grantee Signature: Designated Signing Authority

Date: 10/25/2024

Signature

Print Name: Jamie Irving Title: Chair, Belknap County Conservation District

1.13. State of New Hampshire Signature:

Date: 10/30/24

Signature

Print Name: Shawn Jasper Title: Commissioner

1.14. Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DAMF"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as the Grantee will purchase farm equipment, as approved by DAMF, to expand their County Conservation District Equipment Rental Program, utilized by New Hampshire farms to benefit producers, consumers, and the environment. Grantee will provide DAMF with documentation verifying purchases and submit a final report no later than thirty (30) days after the end of completion date identified in Paragraph 1.8. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by Governor and Council in Paragraph 1.14 ("the Effective Date"). Payment of up to the amount listed in 1.9 above shall be made upon approval by Governor and Council. The expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award have already been incurred as of the date of this award which is prior to December 31, 2024.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.9. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.9 of these general provisions. The payment by DAMF of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, DAMF shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the DAMF hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. EVENT OF DEFAULT: REMEDIES.
Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO DAMF: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

10. WAIVER OF BREACH: No failure by the DAMF to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of DAMF to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

11. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

12. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

13. CERTIFICATION: The Grantee certifies to the best of its knowledge and belief, that it and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

14. NOTICE: Any notice of default under paragraph 8 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

Grantee: lisa.morin@nh.nacdnet.net

DAMF: Joshua.K.Marshall@agr.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Seth Keller, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Belknap County Conservation District. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on 10-18, 2024

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jamie Irving and Seth Keller (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Belknap County Conservation Dist with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10-18-2024 **ATTEST:** Seth Keller BCCC Vice Chair
(Name & Title)

BCCD Board Meeting Minutes - Draft
Special Meeting: October 18, 2024 at 7:30 AM
Location: 136 Daniel Webster Highway, Meredith, NH

Present: Jamie Irving, Chair; Seth Keller, Supervisor; Rick DeMark, Associate Supervisor
Staff: Lisa Morin, Program Coordinator

Jamie opened the meeting at 7:30 AM.

Jamie asks Rick to take on the duties of a full voting Supervisor for the duration of the meeting. Rick agreed.

Rick offered that in light of John Plumer's resignation from the BCCD Board he would be willing to be nominated to become a Supervisor.
Jamie nominated Rick DeMark for the position of full BCCD Supervisor. Seth seconded the nomination and the motion passed unanimously.

Rick nominated Seth Keller for the position of Vice-Chair of BCCD. Jamie seconded the nomination and it passed unanimously.

There was a discussion about the Certificate of Authority: Corporate Resolution document BCCD is being asked to sign by NH Dept. of Agriculture, Markets and Foods in order to be able to accept ARPA funds to purchase farm equipment. This document will give Jamie authority to sign any contracts and agreements, not just those with the State of NH. The document also allows BCCD to duly authorize more than one person to sign contracts and agreements.
Rick nominated both Jamie and Seth be duly authorized to sign contracts and agreements.
Seth seconded the motion and it passed unanimously.

Seth signed the Certificate of Authority as witness.

Meeting adjourned at 7:45 AM

Respectfully submitted by:
Lisa Morin, BCCD Program Coordinator

Lisa Morin

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Belknap County Conservation District 64 Court Street Laconia, NH 03246	597	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2024	7/1/2025	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: $1,000			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee

NH Dept of Agriculture, Markets & Foods
PO Box 2042
Concord, NH 03302

Primex³ – NH Public Risk Management Exchange

By: Mary Beth Purcell

Date: 10/25/2024 mpurcell@nhprimex.org

Please direct inquires to:
Primex³ Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax

COVID-19 Award Agreement

(Beneficiary Award ARPA-SFRF)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Agriculture, Markets, and Food

1.2. State Agency Address: 1 Granite Place, Concord, NH 03301

1.3. Grantee Name: Carroll County Conservation District

1.4. Grantee Address: PO Box 533, Conway NH, 03818

1.5 Grantee Telephone Number 603-401-3003

1.5.1 Grantee E-mail address: Contact@carrollccd.org

1.6. State Vendor Number: 154680

1.7 Unique Entity Identifier (UEI)/SAM registration #: INC-GSAFSD1131703
(required on all awards in excess of $50,000)

1.8. Completion Date: 6/30/25

1.9. Grant Amount not to exceed $ 30,000

1.10. Grant Officer for DAMF: Joshua Marshall

1.11. DAMF Telephone Number: (603)271-3551

1.12. Grantee Signature: Designated Signing Authority

Date: 11/7/24

Signature
Print Name: Jordan Fritz Title: CCCD District Manager

1.13. State of New Hampshire Signature:

Date: 11/7/24

Signature
Print Name: Joshua Marshall Title: Assistant Commissioner

1.14. Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DAMF"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as the Grantee will purchase farm equipment, as approved by DAMF, to expand their County Conservation District Equipment Rental Program, utilized by New Hampshire farms to benefit producers, consumers, and the environment. Grantee will provide DAMF with documentation verifying purchases and submit a final report no later than thirty (30) days after the end of completion date identified in Paragraph 1.8. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by Governor and Council in Paragraph 1.14 ("the Effective Date"). Payment of up to the amount listed in 1.9 above shall be made upon approval by Governor and Council. The expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award have already been incurred as of the date of this award which is prior to December 31, 2024.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.9. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.9 of these general provisions. The payment by DAMF of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, DAMF shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the DAMF hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. EVENT OF DEFAULT: REMEDIES.
Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO DAMF: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

10. WAIVER OF BREACH: No failure by the DAMF to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of DAMF to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

11. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

12. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

13. CERTIFICATION: The Grantee certifies to the best of its knowledge and belief, that it and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

14. NOTICE: Any notice of default under paragraph 8 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

Grantee: [redacted]

DAMF: Joshua.K.Marshall@agr.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

Initials JHF

Date 11/7/24

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, stephen Scapicchio, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Carroll County Cons. District I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on October 16, 2024,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jordan Fritz (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Carroll County Conservation District with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: October 16th 2024

ATTEST: _____
Stephen Scapicchio, Chairman
Carroll County Conservation
District,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Insurance Associates P. O. Box 720 West Ossipee NH 03890	**CONTACT NAME:** Patty Carville **PHONE (A/C, No, Ext):** (603) 539-8700 **FAX (A/C, No):** (603) 539-2288 **E-MAIL ADDRESS:**
INSURED Carroll County Cons District PO Box 533 Conway NH 03818	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** MMG Insurance Company — 15997 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL2411403985 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		BP 0425172	07/21/2024	07/21/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Hired/Non-Owned Auto	$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

New Hampshire Department of Agriculture
25 Capitol St
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COVID-19 Award Agreement

(Beneficiary Award ARPA-SFRF)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Agriculture, Markets, and Food

1.2. State Agency Address: 1 Granite Place, Concord, NH 03301

1.3. Grantee Name: Cheshire County Conservation District

1.4. Grantee Address: 11 Industrial Park Dr

1.5 Grantee Telephone Number 401-578-1608

1.5.1 Grantee E-mail address: amanda@cheshireconservation.org

1.6. State Vendor Number: _____

1.7 Unique Entity Identifier (UEI)/SAM registration #: DLQAHCRQN4B3
(required on all awards in excess of $50,000)

1.8. Completion Date: June 30, 2025

1.9. Grant Amount not to exceed $ 64,200

1.10. Grant Officer for DAMF: Joshua Marshall

1.11. DAMF Telephone Number: (603)271-3551

1.12. Grantee Signature: Designated Signing Authority

_____ Date: 10/29/24

Signature:
Print Name: Amanda Littleton Title: District Manager

1.13. State of New Hampshire Signature:

_____ Date: 10/30/24

Signature
Print Name: SHAWN JASPER Title: COMMISSIONER

1.14. Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DAMF"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as the Grantee will purchase farm equipment, as approved by DAMF, to expand their County Conservation District Equipment Rental Program, utilized by New Hampshire farms to benefit producers, consumers, and the environment. Grantee will provide DAMF with documentation verifying purchases and submit a final report no later than thirty (30) days after the end of completion date identified in Paragraph 1.8. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by Governor and Council in Paragraph 1.14 ("the Effective Date"). Payment of up to the amount listed in 1.9 above shall be made upon approval by Governor and Council. The expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award have already been incurred as of the date of this award which is prior to December 31, 2024.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.9. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.9 of these general provisions. The payment by DAMF of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, DAMF shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the DAMF hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. EVENT OF DEFAULT: REMEDIES.
Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO DAMF: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

10. WAIVER OF BREACH: No failure by the DAMF to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of DAMF to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

11. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

12. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

13. CERTIFICATION: The Grantee certifies to the best of its knowledge and belief, that it and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

14. NOTICE: Any notice of default under paragraph 8 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:
Grantee: amanda@cheshireconservation.org
DAMF: Joseph.K.Marshall@agr.nh.gov
Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Andrew Pressman , hereby certify that I am duly elected Chair of the Board of

The Cheshire County Conservation District. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Supervisors, duly called and held on October 24, 2024

at which a quorum of the Supervisors was present and voting.

VOTED: That Amanda Littleton, District Manager of the Cheshire County Conservation District is duly authorized to enter into contracts or agreements on behalf of the Cheshire County Conservation District with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/25/2024 **ATTEST:** Andrew Pressman

Andrew Pressman, Chair of the Board of Supervisors

Cheshire County Conservation District

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Cheshire County Conservation District 11 Industrial Park Dr Walpole, NH 03608	466	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X General Liability (Occurrence Form)	7/1/2024	7/1/2025	Each Occurrence	$ 2,000,000
Professional Liability (describe)			General Aggregate	$ 10,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
Any auto			Aggregate	
Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Ecot Purcell*
NH Dept. of Agriculture, Markets & Food 1 Granite Place South, Suite 211 Concord, NH 03301			Date: 10/29/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

COVID-19 Award Agreement

(Beneficiary Award ARPA-SFRF)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Agriculture, Markets, and Food

1.2. State Agency Address: 1 Granite Place, Concord, NH 03301

1.3. Grantee Name: Coos County Conservation District

1.4. Grantee Address: 4 Mayberry Lane Lancaster, NH 03584

1.5 Grantee Telephone Number 603-503-9014

1.5.1 Grantee E-mail address: da.cccd@gmail.com

1.6. State Vendor Number: application in progress

1.7 Unique Entity Identifier (UEI)/SAM registration #: INC-GSAFSD11 320103
(required on all awards in excess of $50,000)

1.8. Completion Date: June 30th, 2025

1.9. Grant Amount not to exceed $ 119,000

1.10. Grant Officer for DAMF: Joshua Marshall

1.11. DAMF Telephone Number: (603)271-3551

1.12. Grantee Signature: Designated Signing Authority

Kristina M von Dohlemann Date: 10-28-24

Signature
Print Name: Kristina M von Dohlemann Title: Co-Chair CCCD

1.13. State of New Hampshire Signature:

Shawn Jasper Date: 10/30/24

Signature
Print Name: SHAWN JASPER Title: COMMISSIONER

1.14. Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DAMF"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as the Grantee will purchase farm equipment, as approved by DAMF, to expand their County Conservation District Equipment Rental Program, utilized by New Hampshire farms to benefit producers, consumers, and the environment. Grantee will provide DAMF with documentation verifying purchases and submit a final report no later than thirty (30) days after the end of completion date identified in Paragraph 1.8. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by Governor and Council in Paragraph 1.14 ("the Effective Date"). Payment of up to the amount listed in 1.9 above shall be made upon approval by Governor and Council. The expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award have already been incurred as of the date of this award which is prior to December 31, 2024.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.9. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.9 of these general provisions. The payment by DAMF of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, DAMF shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the DAMF hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. EVENT OF DEFAULT: REMEDIES.
Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO DAMF: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

10. WAIVER OF BREACH: No failure by the DAMF to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of DAMF to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

11. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

12. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

13. CERTIFICATION: The Grantee certifies to the best of its knowledge and belief, that it and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

14. NOTICE: Any notice of default under paragraph 8 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

Grantee: Coos County Conservation District

DAMF: Joshua.K.Marshall@agr.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

Initials KMV
Date 10-28-24

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Scott DeBlois, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Coos County Conservation District I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)
a meeting of the Board of Directors/shareholders, duly called and held on October 10th, 2024
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Scott DeBlois Supervisor (may list more than one person) is
(Name and Title) SO Kristine Alvon Dahlemann Co-Chair
duly authorized to enter into contracts or agreements on behalf of
Coos County Conservation District with the State of New Hampshire and any of
(Name of Corporation)
its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10-18-24 ATTEST: Scott DeBlois Supervisor
(Name & Title)

Kristine Alvon Dahlemann, Co-Chair

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Coos County Conservation District 4 Mayberry Lane Lancaster, NH 03584	451	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply, If Not:*	
X	**General Liability** (Occurrence Form)	1/1/2024	1/1/2025	Each Occurrence	$ 2,000,000
	Professional Liability (describe)	1/1/2025	1/1/2026	General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept. of Agriculture, Markets & Food 1 Granite Place South, Suite 211 Concord, NH 03301			By: Mary Beth Purcell Date: 10/29/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

COVID-19 Award Agreement

(Beneficiary Award ARPA-SFRF)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Agriculture, Markets, and Food

1.2. State Agency Address: 1 Granite Place, Concord, NH 03301

1.3. Grantee Name: Hillsborough County Conservation District

1.4. Grantee Address: Chappell Professional Center, 468 Route 13 South, Milford, NH 03055

1.5 Grantee Telephone Number 603-673-2409

1.5.1 Grantee E-mail address: kerry.rickrode@nh.nacdnet.net

1.6. State Vendor Number: TBD

1.7 Unique Entity Identifier (UEI)/SAM registration #: pending
(required on all awards in excess of $50,000)

1.8. Completion Date: June 30, 2025

1.9. Grant Amount not to exceed $ 60,150

1.11. DAMF Telephone Number: ~~(603)271-3551~~

1.10. Grant Officer for DAMF: Joshua Marshall

1.12. Grantee Signature: Designated Signing Authority

Dena Hoffman Date: 10/28/24

Signature

Print Name: Dena Hoffman Title: Supervisor

1.13. State of New Hampshire
Signature:

Shawn Jasper Date: 10/30/24

Signature

Print Name: SHAWN JASPER Title: COMMISSIONER

1.14. Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DAMF"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as the Grantee will purchase farm equipment, as approved by DAMF, to expand their County Conservation District Equipment Rental Program, utilized by New Hampshire farms to benefit producers, consumers, and the environment. Grantee will provide DAMF with documentation verifying purchases and submit a final report no later than thirty (30) days after the end of completion date identified in Paragraph 1.8. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by Governor and Council in Paragraph 1.14 ("the Effective Date"). Payment of up to the amount listed in 1.9 above shall be made upon approval by Governor and Council. The expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award have already been incurred as of the date of this award which is prior to December 31, 2024.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.9. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.9 of these general provisions. The payment by DAMF of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, DAMF shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the DAMF hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. EVENT OF DEFAULT: REMEDIES.
Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO DAMF: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

10. WAIVER OF BREACH: No failure by the DAMF to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of DAMF to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

11. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

12. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

13. CERTIFICATION: The Grantee certifies to the best of its knowledge and belief, that it and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

14. NOTICE: Any notice of default under paragraph 8 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:
Grantee: kerry.rickrode@nh.nacdnet.net
DAMF: Joshua.K.Marshall@agr.nh.gov
Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Lauren Judd, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Hillsborough County Conservation District. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)
a meeting of the Board of Directors/shareholders, duly called and held on October 16, 2024,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Dena Hoffman, Supervisor (may list more than one person) is
(Name and Title)
duly authorized to enter into contracts or agreements on behalf of
Hillsborough County Conservation District with the State of New Hampshire and any of
(Name of Corporation)
its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/16/2024 **ATTEST:** Lauren Judd, Acting Chair, HCCD
(Name & Title)

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Hillsborough County Conservation District Chappell Professional Center 468 Route 13 South Milford, NH 03055	404	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not:	
X General Liability (Occurrence Form)	7/1/2024	7/1/2025	Each Occurrenc1	$ 2,000,000
Professional Liability (describe)			General Aggregate	$ 10,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: $1,000			Combined Single Limit (Each Accident)	
Any auto			Aggregate	
Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Agriculture, Markets & Foods PO Box 2042 Concord, NH 03302			By: Mary Beth Purcell Date: 10/25/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

COVID-19 Award Agreement

(Beneficiary Award ARPA-SFRF)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Agriculture, Markets, and Food

1.2. State Agency Address: 1 Granite Place, Concord, NH 03301

1.3. Grantee Name: Merrimack County Conservation District

1.4. Grantee Address: 10 Ferry Street, Suite 211, Concord, NH 03301

1.5 Grantee Telephone Number 6032236020

1.5.1 Grantee E-mail address: info@merrimackccd.org

1.6. State Vendor Number: 157734-B001

1.7 Unique Entity Identifier (UEI)/SAM registration #: TKSJDEL7JBC9
(required on all awards in excess of $50,000)

1.8. Completion Date: 6/30/2025

1.9. Grant Amount not to exceed $ 62,750

1.10. Grant Officer for DAMF: Joshua Marshall

1.11. DAMF Telephone Number: (603)271-3551

1.12. Grantee Signature: Designated Signing Authority

Peter J Blakeman Date: 10/29/24

Signature
Print Name: PETER J. BLAKEMAN Title: CHAIRMAN, MCCD

1.13. State of New Hampshire Signature:

Shawn Jasper Date: 10/30/24

Signature
Print Name: SHAWN JASPER Title: COMMISSIONER

1.14. Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DAMF"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as the Grantee will purchase farm equipment, as approved by DAMF, to expand their County Conservation District Equipment Rental Program, utilized by New Hampshire farms to benefit producers, consumers, and the environment. Grantee will provide DAMF with documentation verifying purchases and submit a final report no later than thirty (30) days after the end of completion date identified in Paragraph 1.8. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by Governor and Council in Paragraph 1.14 ("the Effective Date"). Payment of up to the amount listed in 1.9 above shall be made upon approval by Governor and Council. The expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award have already been incurred as of the date of this award which is prior to December 31, 2024.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.9. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized. or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.9 of these general provisions. The payment by DAMF of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, DAMF shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the DAMF hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. EVENT OF DEFAULT: REMEDIES.
Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO DAMF: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

10. WAIVER OF BREACH: No failure by the DAMF to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of DAMF to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

11. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

12. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

13. CERTIFICATION: The Grantee certifies to the best of its knowledge and belief, that it and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

14. NOTICE: Any notice of default under paragraph 8 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:
Grantee: info@merrimackccd.org .
DAMF: Joshua.K.Marshall@agr.nh.gov
Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

CERTIFICATE of AUTHORITY

I, Audra Klumb, Vice Chair of the Merrimack County Conservation District do hereby certify that:

1. I am the duly elected Vice Chair;

2. At the meeting held on this date September 19, 2024 the Merrimack County Conservation District voted to accept NH Department of Agriculture, Markets, &Food funds and to enter into a contract with the NH Department of Agriculture, Markets, &Food;

3. The Merrimack County Conservation District further authorized the Peter Blakeman, Chair to execute any documents which may be necessary for this contract;

4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

5. The following person has been appointed to and now occupies the office indicated in (3) above:

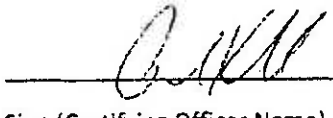
Peter Blakeman

Print (Officer Name)

Chair

Print (Officer Title)

6. I have hereunto set my hand as the



Sign (Certifying Officer Name)

10/29/2024

Date Signed: Print

Audra Klumb

Print (Certifying Officer Name)

Vice Chair

(Certifying Officer Title)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Michael N Bertolone
Farm Family Casualty Insurance Company
1 Fisher Ave
Boscawen, NH 03303

CONTACT NAME: Tanya Decato
PHONE (A/C, No, Ext): 603.223.6686 **FAX (A/C, No):**
E-MAIL ADDRESS: tanya.decato@american-national.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Farm Family Casualty Insurance Co	13803
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Merrimack County Conservation District
10 Ferry Street, Ste 211
Concord NH 03301

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			2807L0231	12/08/23	12/08/24	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			2807E1144	12/08/23	12/08/24	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			2807W0187	12/08/23	12/08/24	[ ] PER STATUTE [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH State Conservation Committee
PO Box 2042
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael N Bertolone

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Michael N Bertolone
Farm Family Casualty Insurance Company
1 Fisher Ave
Boscawen, NH 03303

CONTACT NAME: Madison Keaton
PHONE (A/C, No, Ext): 603.223.6686 **FAX (A/C, No):**
E-MAIL ADDRESS: Madison.Keaton@american-national.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Farm Family Casualty Insurance Co	13803
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Merrimack County Conservation District
10 Ferry Street, Ste 211
Concord, NH 03301

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			2807L0231	12/08/24	12/08/25	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			2807E1144	12/08/24	12/08/25	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			2807W0187	12/08/24	12/08/25	[ ] PER STATUTE [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Agriculture, Markets & Food,
1 Granite Place South, Suite 211,
Concord, NH 03301

Josh Marshall, Assistant Commissioner - Joshua.K.Marshall@agr.nh.gov

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael N Bertolone

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COVID-19 Award Agreement

(Beneficiary Award ARPA-SFRF)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Agriculture, Markets, and Food

1.2. State Agency Address: 1 Granite Place, Concord, NH 03301

1.3. Grantee Name: Rockingham County Conservation District

1.4. Grantee Address: 110 North Rd

1.5 Grantee Telephone Number 603-679-2790

1.5.1 Grantee E-mail address: ~~rccd~~ vicky@rockinghamccd.org

1.6. State Vendor Number:

1.7 Unique Entity Identifier (UEI)/SAM registration #: SAXZLVXHUDD9
(required on all awards in excess of $50,000)

1.8. Completion Date: 6-30-2025

1.9. Grant Amount not to exceed $ 33,000

1.10. Grant Officer for DAMF: Joshua Marshall

1.11. DAMF Telephone Number: (603)271-3551

1.12. Grantee Signature: Designated Signing Authority

Date: 10-28-2024

Signature
Print Name: Vicky Nelson Title: District Manager

1.13. State of New Hampshire Signature:

Date: 10/30/24

Signature
Print Name: SHAWN JASPER Title: COMMISSIONER

1.14. Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DAMF"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as the Grantee will purchase farm equipment, as approved by DAMF, to expand their County Conservation District Equipment Rental Program, utilized by New Hampshire farms to benefit producers, consumers, and the environment. Grantee will provide DAMF with documentation verifying purchases and submit a final report no later than thirty (30) days after the end of completion date identified in Paragraph 1.8. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by Governor and Council in Paragraph 1.14 ("the Effective Date"). Payment of up to the amount listed in 1.9 above shall be made upon approval by Governor and Council. The expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award have already been incurred as of the date of this award which is prior to December 31, 2024.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.9. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.9 of these general provisions. The payment by DAMF of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, DAMF shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the DAMF hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. EVENT OF DEFAULT: REMEDIES.
Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO DAMF: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

14. NOTICE: Any notice of default under paragraph 8 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

Grantee Tracy@rockinghamccd.org

DAMF: Joshua.K.Marshall@agr.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

Initials JM

Date 10/28/24

Certificate of Authority #1 – Resolution for Vote

I, Richard Sugatt , hereby certify that I am duly elected Clerk/Secretary/Officer
(Name #1)
Rockingham County Conservation District of . I hereby certify the following is a true copy of a vote taken
(Name of Grantee)
a meeting of the Board of Directors / Council / Selectboard / Supervisors, duly called and held on at
October 16, 2024,

at which a quorum of the Directors/Councilors/Selectmen/Supervisors, were present and voting.

VOTED: That Victoria Nelson, District Manager is
(Name #2 and Title. May list more than one person)
duly authorized to enter into contracts or agreements on behalf of
Rockingham County Conservation District with the State of New Hampshire and any of
(Name of Grantee)
its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATE: 10/28/2024 **ATTEST:** RICHARD SUGATT, SECRETARY
(Name #1 & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joyce Torrey, AAI
Cross Insurance-Laconia 155 Court Street Laconia NH 03246	PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3668 E-MAIL ADDRESS: joyce.torrey@crossagency.com
INSURED Rockingham County Conservation District 110 North Rd Brentwood NH 03833	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Ohio Security Ins Co — 24082 INSURER B: Safety Insurance Co — 39454 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 24-25 Master COI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		BKS57752315	07/08/2024	07/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Expense Mod Factor 1	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6235245	08/26/2024	08/26/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI	$ 1,000,000 $ $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS57752315	07/08/2024	07/08/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed and understood that New Hampshire Department of Agriculture, Markets, and Food is included as additional insured on a primary and non-contributory basis on General Liability, when required by written contract. General Liability additional insured provision applies to ongoing and completed operations when required by written contract. Waiver of Subrogation is included on General Liability, when required by written contract. New Hampshire Workers' Compensation = Executive Officers or Members excluded are:Cris Blackstone, Richard Lutz and Samantha Cyr

CERTIFICATE HOLDER

New Hampshire Department of Agriculture, Markets, & Food
1 Granite Place South, Ste 211
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joyce Torrey

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COVID-19 Award Agreement

(Beneficiary Award ARPA-SFRF)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Agriculture, Markets, and Food

1.2. State Agency Address: 1 Granite Place, Concord, NH 03301

1.3. Grantee Name: Strafford County Conservation District

1.4. Grantee Address: 264 County Farm Road, Dover NH 03820

1.5 Grantee Telephone Number 603-749-3037

1.5.1 Grantee E-mail address: Alena@straffordccd.org

1.6. State Vendor Number: 229167

1.7 Unique Entity Identifier (UEI)/SAM registration #: WVD7MJYGHKA6
(required on all awards in excess of $50,000)

1.8. Completion Date: June 30, 2025

1.9. Grant Amount not to exceed $ 161,000

1.10. Grant Officer for DAMF: Joshua Marshall

1.11. DAMF Telephone Number: (603)271-3551

1.12. Grantee Signature: Designated Signing Authority

Mark Perry Date: 10/26/24

Signature
Print Name: Mark Perry Title: Chair

1.13. State of New Hampshire Signature:

Shawn Jasper Date: 10/30/24

Signature
Print Name: SHAWN JASPER Title: COMMISSIONER

1.14. Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

Initials MP
Date 10-26-24

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DAMF"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as the Grantee will purchase farm equipment, as approved by DAMF, to expand their County Conservation District Equipment Rental Program, utilized by New Hampshire farms to benefit producers, consumers, and the environment. Grantee will provide DAMF with documentation verifying purchases and submit a final report no later than thirty (30) days after the end of completion date identified in Paragraph 1.8. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by Governor and Council in Paragraph 1.14 ("the Effective Date"). Payment of up to the amount listed in 1.9 above shall be made upon approval by Governor and Council. The expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award have already been incurred as of the date of this award which is prior to December 31, 2024.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.9. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.9 of these general provisions. The payment by DAMF of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, DAMF shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DAMF, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DAMF, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DAMF, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the DAMF hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. EVENT OF DEFAULT: REMEDIES.
Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder: or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO DAMF: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

10. WAIVER OF BREACH: No failure by the DAMF to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of DAMF to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

11. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

12. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

13. CERTIFICATION: The Grantee certifies to the best of its knowledge and belief, that it and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I) (b) of this certification; and
d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials MWP
Date 10-26-21

14. NOTICE: Any notice of default under paragraph 8 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

Grantee: Alena@straffordccd.org

DAMF: Joshua.K.Marshall@agr.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

Initials MK
Date 10-20-24

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Dorn Cox, hereby certify that I am duly elected Clerk/Secretary/Officer of Strafford County Conservation District. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on October 15, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Mark Perry (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of Strafford County Conservation District with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/26/2024 **ATTEST:** [signature] Vice Chair

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Strafford County Conservation District 264 County Farm Road Dover, NH 03820	465	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply (if Not, ...)	
X	General Liability (Occurrence Form)	1/1/2024	1/1/2025	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: $1,000			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Agriculture, Markets & Foods PO Box 2042 Concord, NH 03302			By: Mary Beth Purcell Date: 10/28/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax